

Top Copy

12/13/06
Ready for
membership vote
pmf

MEMORANDUM OF UNDERSTANDING
TOWNSHIP OF LONG BEACH AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO
COUNCIL 71, LOCAL 3304-I

This Memorandum of Understanding is entered into this 15th day of December, 2006, by and between the Township of Long Beach ("Township") and the American Federation of State, County and Municipal employees, AFL-CIO, Council 71, Local 3304-I ("AFSCME"). It is expressly understood by and between both parties that this Memorandum of Understanding is subject to approval and ratification by the members of the Township Committee and the members of the AFSCME and neither party is bound by the terms and conditions until approval and ratification has been completed. The following terms represent the agreement reached between the respective bargaining teams:

1. **TERM** = Three year contract (January 1, 2007 through December 31, 2009)
2. **Article XII (Holidays)** - language will be added to the contract which provides that any member of AFSCME who works on the Friday following Thanksgiving, shall receive four hours of compensatory time. Said

compensatory time must be utilized between the Saturday following the Friday after the Thanksgiving in which it was earned, and the Wednesday prior to the next calendar year Thanksgiving. For example, an employee who works on the Friday after Thanksgiving 2007, shall receive four hours of compensatory time, which must be used between that Saturday after Thanksgiving 2007 and the Wednesday immediately prior to Thanksgiving 2008.

3. Article XVI (Medical Insurance and Benefits) -

(a) There shall be an increase in the prescription co-pays effective January 1, 2007 to the following rates: \$5.00 for generic prescriptions, \$10.00 for name brand prescriptions and \$15.00 for mail-in prescriptions.

(b) Any employee covered by this bargaining agreement shall receive medical insurance and benefits upon retirement after twenty-five years of service with Long Beach Township.

(c) All increases in any co-pays or contributions required by the New Jersey State Health Benefits Plan, of which the Township of Long Beach is a member and the AFSCME has agreed to said membership, shall become effective and incorporated into this agreement upon the effective date of the enabling regulation, statute or other rule of the State Health Benefits Plan or the State of New Jersey.

4. New Article (Union Business/Leave) - AFSCME will be entitled to a total of five (5) days per calendar year, which may be utilized by the President, Shop Steward or other person who is officially recognized by AFSCME, for the sole purpose of conducting of official union business and activities, including

attendance at any AFSCME state, county or local meetings. Said leave will be approved on the condition that the leave be needed for official union business and the request be made by the Council 71 business administrator or other appropriate state officer. Further, the five days granted per year for union leave shall be the total amount of leave given to AFSCME members, and shall not accumulate from year to year. For example, one member may use all five days during the calendar year, or three member may each use one day with a fourth member using two days.

5. Article XIX (Salaries) -

(a) Effective January 1, 2007 the starting rate of pay for a Public Safety Telecommunicator Trainee shall be \$23,000.00, and said amount shall remain constant throughout the term of this contract.

(b) Salary Increases - All members covered by this Collective Bargaining Agreement who are employed by the Township at the time listed below shall receive a salary increase as follows:

2007= 4% increase
2008 = 4% or \$1.00 per hour which ever is greater.
2009 = 4% increase

6. Matron Duties - It is agreed by and between the parties that any member of the Bargaining Unit who agrees to take on and perform the duties associated with the "Matron" position shall receive an adjustment in the year 2007 of \$1.75 per hour instead of the 4% salary increase set forth above. It is specifically agreed by and between the parties that any individual who wishes to take on the matron duties and perform these responsibilities to receive the \$1.75

per hour increase in the year 2007 shall not be entitled to the 4% increase in the year 2007 as set forth above.

Further, it is expressly agreed and understood that once an employee agrees to take on the matron duties/responsibilities and receives the said compensation of \$1.75 per hour in the year 2007, said employee must continue to perform the matron duties, and any time said employee refuses to perform matron duties/responsibilities, his/her salary during the time at which he/she refuses to perform said duties will be recalculated based upon having received a 4% increase in the year 2007. By way of example, an employee who takes on the matron duties/responsibilities in the year 2007 will receive the \$1.75 per hour adjusted his/her base salary, and then receive the \$1.00 an hour in the year 2008. But in the year 2009, if one chooses not to fulfill the matron duties/responsibilities, they shall have their salary adjusted for the year 2009. Based on their 2006 salary the alternative method of a 4% increase will be used for 2007 as though they had never agreed to perform matron duties/responsibilities. Accordingly, \$1.00 per hour would then be calculated on the adjusted 2007 salary above noted and finally 4% added for the year 2009.

Further, it is expressly understood and agreed between the parties that any such member of AFSCME who wishes to take on the matron duties/responsibilities and receives the \$1.75 per hour adjustment in their 2007 salary in lieu of the 4% must notify the Chief of Police and/or his designee, no later than January 5th of the year 2007 in order to be eligible for the matron

duties and the corresponding \$1.75 per hour adjustment. Any employee who advises after the January 5th deadline will be ineligible for the matron duties.

It is further agreed between the parties that the Township will provide the appropriate and necessary training and qualification requirements in order for any person governed by the Collective Bargaining Agreement who wishes to receive the \$1.75 per hour adjustment and perform the duties/responsibilities of a matron. Moreover, any employee who takes on the matron duties/responsibilities as set forth herein, shall be required and responsible to perform those duties at all times in accordance with all applicable rules, regulations and orders of the department and any other applicable state agency, and shall be responsible to perform in accordance therewith.

7. Promotions - Any employee who is promoted during the term of this contract to a title which is higher or considered a promotion under the Department of Personnel Rules and Regulations, shall receive a salary adjustment equal to 5% above his/her then existing salary in the lower title.

8. The above set forth terms and conditions represent the full agreement and Memorandum of Understanding between the parties' bargaining teams. The bargaining teams shall present this Memorandum of Understanding to their respective Township Committee and the members of the AFSCME, and shall recommend this Memorandum of Understanding for ratification. There have been no other representations made by either party other than what is set forth

herein.

ON BEHALF OF THE AFSCME
BARGAINING TEAM

12-15-06
John G. - Chapter Chairperson

Mary Howard Staff Rep

Date: 12-15-06

ON BEHALF OF THE TOWNSHIP
BARGAINING TEAM

[Signature]

Bonnie M. Semetti

12-15-06

Date:

NAME	RANK	BASE 2006	RAISE 2007 \$1.75/hour or 4%	Stipends None	College	Holiday Pay 92.50%	Longevity	Shift Diff	Guarantee 2007	Hourly	Daily	OT
DEGESO	Sr. Telecomm	\$ 38,694.77	\$ 42,334.77		\$ 640.00	\$ 3,210.71	\$ 3,694.84	\$ -	\$ 49,880.32	\$ 23.98	\$ 191.85	\$ 35.97
			\$ 40,242.56		\$ 640.00	\$ 3,054.40	\$ 3,514.96		\$ 47,451.92			
OLSON	DISP	\$ 35,694.77	\$ 39,334.77			\$ 2,938.76	\$ 3,381.88	\$ 1,369.66	\$ 47,025.08	\$ 22.61	\$ 180.87	\$ 33.91
			\$ 37,122.56			\$ 2,773.48	\$ 3,191.68	\$ 1,292.63	\$ 44,380.36			
HERSHEY	DISP	\$ 30,232.32	\$ 33,872.32			\$ 2,530.65	\$ 2,912.24	\$ -	\$ 39,315.21	\$ 18.90	\$ 151.21	\$ 28.35
			\$ 31,441.61			\$ 2,349.05	\$ 2,703.25		\$ 36,493.91			
MAURO	DISP	\$ 28,145.46	\$ 31,785.46		\$ 640.00	\$ 2,422.56	\$ 1,742.40	\$ 1,829.52	\$ 38,419.94	\$ 18.47	\$ 147.77	\$ 27.71
			\$ 29,271.27		\$ 640.00	\$ 2,234.72	\$ 1,607.30	\$ 1,687.66	\$ 35,440.95			
KRAUSE	DISP	\$ 28,145.46	\$ 31,785.46			\$ 2,374.74	\$ 1,708.01		\$ 35,868.21	\$ 17.24	\$ 137.95	\$ 25.87
			\$ 29,271.27			\$ 2,186.90	\$ 1,572.91		\$ 33,031.08			
MULCH	DISP	\$ 26,357.60	\$ 29,997.60			\$ 2,241.17	\$ 1,289.55	\$ 1,676.42	\$ 35,204.73	\$ 16.93	\$ 135.40	\$ 25.39
			\$ 27,411.90			\$ 2,047.99	\$ 1,178.40	\$ 1,531.91	\$ 32,170.19			
WICKERT	DISP	\$ 23,632.00	\$ 27,272.00		\$ 892.50	\$ 2,104.21		\$ 908.06	\$ 31,176.77	\$ 14.99	\$ 119.91	\$ 22.48
			\$ 24,577.28		\$ 892.50	\$ 1,902.89		\$ 821.18	\$ 28,193.85			
MURPHY	DISP	\$ 23,632.00	\$ 27,272.00		\$ 714.00	\$ 2,090.88		\$ 1,503.84	\$ 31,580.72	\$ 15.18	\$ 121.46	\$ 22.77
			\$ 24,577.28		\$ 714.00	\$ 1,889.55		\$ 1,359.04	\$ 28,539.87			
	DISP Trainee	\$ 23,000.00	\$ 23,000.00			\$ 1,718.37		\$ 741.55	\$ 25,459.92	\$ 12.24	\$ 97.92	\$ 18.36
BONICKY	Sr. Records	\$ 27,722.28	\$ 31,362.28			\$ 2,343.12	\$ 2,022.32		\$ 35,727.73	\$ 17.18	\$ 137.41	\$ 25.77
			\$ 28,831.17			\$ 2,154.02	\$ 1,859.11		\$ 32,844.30			
WALKER	Records	\$ 22,972.55	\$ 26,612.55			\$ 1,988.26	\$ 1,430.04		\$ 30,030.86	\$ 14.44	\$ 115.50	\$ 21.66
			\$ 23,891.45			\$ 1,784.97	\$ 1,283.82		\$ 26,960.24			
		\$ 308,229.21				\$ 48,341.40	\$ 35,092.71	\$ 14,721.49	\$ 368,527.70			

Represents comparison of \$1.75/ hour or 4%. The bold guaranteed pay is the larger amount. Includes all longevity changes.

NAME	RANK	BASE 2007	RAISE 2008 \$1.00/hour or 4%	Stipends None	College	Holiday Pay 92.50%	Longevity	Shift Diff	Guarantee 2008	Hourly	Daily	OT
DEGESO	Sr. Telecomm	\$ 42,334.77	\$ 44,414.77		\$ 640.00	\$ 3,366.11	\$ 3,873.67	\$ -	\$ 52,294.55	\$ 25.14	\$ 201.13	\$ 37.71
			\$ 44,028.16		\$ 640.00	\$ 3,337.23	\$ 3,840.43		\$ 51,845.82			
OLSON	DISP	\$ 39,334.77	\$ 41,414.77			\$ 3,094.16	\$ 3,560.71	\$ 1,442.09	\$ 49,511.74	\$ 23.80	\$ 190.43	\$ 35.71
			\$ 10,908.16			\$ 814.97	\$ 937.85	\$ 379.83	\$ 13,040.80			
HERSHEY	DISP	\$ 33,872.32	\$ 35,952.32			\$ 2,686.05	\$ 3,091.07	\$ -	\$ 41,729.44	\$ 20.06	\$ 160.50	\$ 30.09
			\$ 35,227.21			\$ 2,631.88	\$ 3,028.73		\$ 40,887.82			
MAURO	DISP	\$ 31,785.46	\$ 33,865.46		\$ 640.00	\$ 2,577.96	\$ 2,225.00	\$ 1,965.42	\$ 41,273.84	\$ 19.84	\$ 158.75	\$ 29.76
			\$ 33,056.87		\$ 640.00	\$ 2,517.54	\$ 2,172.86	\$ 1,919.36	\$ 40,306.64			
KRAUSE	DISP	\$ 31,785.46	\$ 33,865.46			\$ 2,530.14	\$ 2,183.74		\$ 38,579.34	\$ 18.55	\$ 148.38	\$ 27.82
			\$ 33,056.87			\$ 2,469.73	\$ 2,131.60		\$ 37,658.20			
MULCH	DISP	\$ 29,997.60	\$ 32,077.60			\$ 2,396.57	\$ 1,723.71	\$ 1,809.89	\$ 38,007.77	\$ 18.27	\$ 146.18	\$ 27.41
			\$ 31,197.50			\$ 2,330.81	\$ 1,676.42	\$ 1,760.24	\$ 36,964.97			
WICKERT	DISP	\$ 27,272.00	\$ 29,352.00		\$ 892.50	\$ 2,259.61	\$ 650.08	\$ 994.63	\$ 34,148.82	\$ 16.42	\$ 131.34	\$ 24.63
			\$ 28,362.88		\$ 892.50	\$ 2,185.71	\$ 628.82	\$ 962.10	\$ 32,403.19			
MURPHY	DISP	\$ 27,272.00	\$ 29,352.00		\$ 714.00	\$ 2,246.28	\$ 646.25	\$ 1,647.93	\$ 34,606.45	\$ 16.64	\$ 133.10	\$ 24.96
			\$ 28,362.88		\$ 714.00	\$ 2,172.38	\$ 624.99	\$ 1,593.71	\$ 32,842.97			
	DISP Trainee	\$ 23,000.00	\$ 25,080.00			\$ 1,873.77		\$ 808.61	\$ 27,762.38	\$ 13.35	\$ 106.78	\$ 20.02
			\$ 23,920.00									
BONICKY	Sr. Records	\$ 31,362.28	\$ 35,002.28			\$ 2,615.07	\$ 2,633.21		\$ 40,250.57	\$ 19.35	\$ 154.81	\$ 29.03
			\$ 32,616.77			\$ 2,436.85	\$ 2,453.75		\$ 37,507.37			
WALKER	Records	\$ 26,612.55	\$ 30,252.55			\$ 2,260.21	\$ 1,950.77		\$ 34,463.53	\$ 16.57	\$ 132.55	\$ 24.85
			\$ 27,677.05			\$ 2,067.79	\$ 1,784.69		\$ 31,529.54			
		\$ 344,629.21				\$ 50,870.83	\$ 41,818.35	\$ 15,283.81	\$ 398,496.02			

Represent a comparison of \$1.00/hour or 4%. The bold guarantee pay is the larger amount. If all 2008 longevity changes.

NAME	RANK	BASE 2008	RAISE 2009 4%	Stipends None	College	Holiday Pay 92.50%	Longevity	Shift Diff	Guarantee 2009	Hourly	Daily	OT
DEGESO	Sr. Telecomm	\$ 44,414.77	\$ 46,191.36		\$ 640.00	\$ 3,498.84	\$ 4,529.72	\$ -	\$ 54,859.92	\$ 26.37	\$ 211.00	\$ 39.56
OLSON	DISP	\$ 41,414.77	\$ 43,071.63			\$ 3,217.95	\$ 4,166.06	\$ 1,513.67	\$ 51,969.31	\$ 24.99	\$ 199.88	\$ 37.48
HERSHEY	DISP	\$ 35,952.32	\$ 37,390.41			\$ 2,793.50	\$ 3,214.71	\$ -	\$ 43,398.62	\$ 20.86	\$ 166.92	\$ 31.30
MAURO	DISP	\$ 33,865.46	\$ 35,220.07		\$ 640.00	\$ 2,679.16	\$ 2,697.75	\$ 2,061.85	\$ 43,298.83	\$ 20.82	\$ 166.53	\$ 31.23
KRAUSE	DISP	\$ 33,865.46	\$ 35,220.07			\$ 2,631.35	\$ 2,649.60		\$ 40,501.01	\$ 19.47	\$ 155.77	\$ 29.21
MULCH	DISP	\$ 32,077.60	\$ 33,360.70			\$ 2,492.43	\$ 2,151.19	\$ 1,900.22	\$ 39,904.53	\$ 19.18	\$ 153.48	\$ 28.78
WICKERT	DISP	\$ 29,352.00	\$ 30,526.08		\$ 892.50	\$ 2,347.33	\$ 1,012.98	\$ 1,043.37	\$ 35,822.25	\$ 17.22	\$ 137.78	\$ 25.83
MURPHY	DISP	\$ 29,352.00	\$ 30,526.08		\$ 714.00	\$ 2,333.99	\$ 1,007.22	\$ 1,729.06	\$ 36,310.36	\$ 17.46	\$ 139.66	\$ 26.19
	DISP Trainee	\$ 23,000.00	\$ 25,080.00			\$ 1,873.77		\$ 808.61	\$ 27,762.38	\$ 13.35	\$ 106.78	\$ 20.02
	?	\$ 25,080.00	\$ 26,083.20			\$ 1,948.72		\$ 840.96	\$ 28,872.87	\$ 13.88	\$ 111.05	\$ 20.82
BONICKY	Sr. Records	\$ 35,002.28	\$ 36,402.37			\$ 2,719.68	\$ 3,129.76		\$ 42,251.81	\$ 20.31	\$ 162.51	\$ 30.47
WALKER	Records	\$ 30,252.55	\$ 31,462.65			\$ 2,350.62	\$ 2,366.93		\$ 36,180.20	\$ 17.39	\$ 139.15	\$ 26.09
		\$ 393,629.21				\$ 30,887.33	\$ 26,925.92	\$ 9,897.74	\$ 416,454.20			

Includes 4% over 2008 Base plus all longevity changes.
Includes 4% increase on Trainee position.